of land 'belonging to me,' though the words 'belonging to me' were not explicitly used." [14] But is it necessary to make this an assumption? Does it not follow from the use in the will of the words "give," "devise," or "bequeath"? It is true that it is now possible to devise after-acquired property, yet the fact remains that in the majority of cases the testator "devises" property he owns. The court having found, from evidence *dehors* the will, an intent to devise property owned by the testator, it would seem that the word "devise" should be a sufficient expression of that intent to give it legal validity. It is possible, although not evident from the report, that a recent Iowa case was decided on some such theory.[15] From the report it does not appear that there was any designation of the property as "belonging to me," or any description beyond that of township and section, yet the court allowed the property the testator intended to pass under the will.

If the court cannot find expressly or impliedly in the will any words which describe the land as belonging to the testator, it seems that the devise must fail. Giving the correct section, when township and range are wrong, does not alone seem a sufficient expression of the testator's intent to give a specific lot of land.[16] But it is dangerous to dogmatize on a problem of construction, and the solution of such a problem must always depend largely on the facts of the particular case.

RECENT CASES

ADMIRALTY — TORTS — LIMITATION OF LIABILITY. — A tug with a car float in tow collided with a steamship. Both the steamship and the tug were negligent. The owner of the tug and car float seeks to limit his liability to the value of the tug. *Held*, that he may do so. *The Begona II*, 259 Fed. 219 (Dist. Ct. D. Md.).

Federal legislation limits the liability of a shipowner to the value of his interest for any damage caused by a collision occurring without his privity or knowledge. See REV. STAT., § 4283. The maritime law, however, had previously limited liability in the same way for the same reason that influenced Congress,— encouragement of shipping. See *Norwich & New York Transportation Co.* v. *Wright*, 13 Wall. (U. S.) 104, 116. See also HUGHES, ADMIRALTY, 302, 303. The courts apportion the damages for a collision equally among all the ships responsible therefor, regardless of ownership. *The Manhattan*, 181 Fed. 229; *The Eugene F. Moran*, 212 U. S. 466. The rule is the same if some of the vessels are in the tow of others. *The Eugene F. Moran, supra.* But the second circuit has properly held that the negligence of the towing vessel should not be imputed to the tow. *The Transfer No. 21*, 248 Fed. 459. See also *Sturgis* v. *Boyer*, 24 How. (U. S.) 110. But the sixth and ninth circuits have reached an opposite conclusion on the ground that by being engaged in a common enterprise the two vessels are to be treated as one. *The Thompson Towing & Wrecking Ass'n* v. *McGregor*, 207 Fed. 209; *Shipowners' & Merchants' Tugboat Co.* v. *Hammond Lumber Co.*, 218 Fed. 161. The fourth circuit, however, has held that a barge in tow is a separate vessel to such an extent that it must comply

[14] 2 ILL. L. BULL. 290.

[15] Wilmes *v.* Tiernay, 174 N. W. 271 (1919).

[16] *Cf.* Nussey *v.* Jeffery, [1914] 1 Ch. 375, "their daughter" held a sufficient expression of testator's intent to give to one particular one of five daughters, identified by extrinsic evidence.

with a statute requiring every ship to accept a pilot's services. *The Carrie L. Tyler*, 106 Fed. 422. It is to be hoped that the doctrine of the second circuit, adopted by the principal case, will ultimately prevail. A doctrine of imputed negligence is as much out of place in admiralty as it is in the common law.

ANIMALS — DAMAGE TO PERSONS AND CHATTELS BY ANIMALS — HORSE STRAYING ON THE HIGHWAY. — The plaintiff's automobile was damaged in a collision with the defendant's horse which was at large in the highway adjoining the defendant's land. The defendant owned to the center of the road. It was not shown that the defendant knowingly permitted his horse to be there, or that he had knowledge of any quality in the horse that would make such a collision especially probable. The lower court granted a nonsuit. *Held*, that this was not error. *Dyer* v. *Mudgett*, 107 Atl. 831 (Me.).

Where a local statute or ordinance forbids the presence of stray animals in the highway, the case would turn on whether the statute was intended merely to prevent trespasses, or to protect travelers as well. *Marsh* v. *Koons*, 78 Ohio St. 68, 84 N. E. 599. *Cf. Decker* v. *McSorley*, 111 Wis. 91, 86 N. W. 554. In the absence of such statutes, some jurisdictions hold that it is not wrongful for the animal to be on the highway, and thus reach the result of the principal case. *Holden* v. *Shattuck*, 34 Vt. 336; *Brady* v. *Straub*, 177 Ky. 468, 197 S. W. 938; *Higgins* v. *Searle*, 25 T. L. R. 301. But in other states the contrary view is held. *Leonard* v. *Doherty*, 174 Mass. 565, 55 N. E. 461; *Barnes* v. *Chapin*, 4 All. (Mass.) 444; *Baldwin* v. *Ensign*, 49 Conn. 113. It would seem possible to subject an animal straying in the highway to the same rules as an animal trespassing on private land. See 32 HARV. L. REV. 420. But since the courts do not proceed on this theory the defendant's ownership of part or all of the highway becomes immaterial. In other cases the courts have not considered the presence of the animal in the highway, and have excused the owner from liability on the basis of the unforeseeable nature of the accident. *Earl* v. *Van Alstine*, 8 Barb. (N. Y.) 630; *Maloney* v. *Bishop & Bridges*, 105 N. W. 407 (Iowa); *Heath's Garage* v. *Hodges*, 32 T. L. R. 134. It is to be noted that the doctrine of scienter does not properly belong in these cases. *Scienter* has to do with the probability of an animal acting contrary to the normal nature of his kind; whereas in these cases it is a question of the probability of any animal of a certain kind acting in the way that the defendant's animal actually did. See *Klenberg* v. *Russell*, 125 Ind. 531, 25 N. E. 596; *Earl* v. *Van Alstine*, *supra*.

BANKRUPTCY — DISCHARGE — BURDEN OF PROOF IN ATTACKING DISCHARGE. — The defendant had sold an automobile to the plaintiff, making certain express representations concerning it, and agreeing that if it did not fulfill these representations he would refund the money. The plaintiff had returned it, and upon refusal by the defendant to refund the money had obtained a judgment for the same, the jury finding the above facts to be true. The defendant then became bankrupt and the plaintiff proved the judgment and received dividends. Having received his discharge in bankruptcy, the defendant now sought to have the judgment discharged. The plaintiff opposed on the ground that it had been based on a liability for obtaining property by false pretenses and hence was not discharged under Section 17 *a* (2) of the Bankruptcy Act. *Held*, that the judgment be discharged. *Guindon* v. *Brusky*, 43 Am. B. R. 263 (Minn.).

A discharge in bankruptcy releases the bankrupt from all provable debts except those specified in Section 17 of the Bankruptcy Act. *Bluthenthal* v. *Jones*, 208 U. S. 64. The discharge does not automatically relieve the bankrupt, however, and its effect upon a particular debt is to be determined by the court in which an action thereon arises. *In re Weisberg*, 253 Fed. 833; *In re Lockwood*, 240 Fed. 161. The burden of establishing is on the creditor, who